



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **W-0**

June 29, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY
AVENUE J WATER MAIN MODIFICATION AGREEMENT
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY:**

1. Find that this project is categorically exempt under Section 15302(c) of the California Environmental Quality Act Guidelines.
2. Delegate to the Director of Public Works, or his designee, the authority to negotiate and execute an Agreement between the City of Lancaster (City) and the Los Angeles County Waterworks District No. 40, Antelope Valley (District), substantially in the form of the enclosed Agreement, to modify water mains and appurtenant structures in Avenue J, between Stanridge Avenue and 5th Street East and 5th Street East between Avenue J and Woodington Drive, to accommodate the City's storm drain construction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To accommodate the City's storm drain construction, the District must modify water mains and appurtenant structures in Avenue J between Stanridge Avenue and 5th Street East and 5th Street East between Avenue J and Woodington Drive. This action is necessary because of the City's prior rights within the right of way. This will allow the project to be completed in a more cost-effective manner.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility since having the City include the water main modification work with their storm drain contract will save the District money by eliminating the need for contract administration, advertisement, and additional trenching and pavement resurfacing costs.

FISCAL IMPACT/FINANCING

This action will have no impact on the County's General Fund.

The estimated cost of the District's water main modifications is \$250,000, including contingences. There are sufficient funds available in the District's General Fund for Fiscal Year 2006-07 to finance this project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed by County Counsel and approved as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt under Section 15302(c) of the California Environmental Quality Act Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
June 29, 2006
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CONCLUSION

Please return one adopted copy of this letter to Public Works, Waterworks and Sewer Maintenance Division.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

GE:jtz
BDL 2230

Enc.

cc: Auditor-Controller
Chief Administrative Office
County Counsel

AGREEMENT

This AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, a county waterworks district formed pursuant to the County Waterworks District Law, Division 16 of the California Water Code (hereinafter referred to as DISTRICT):

WITNESSETH

WHEREAS, CITY proposes to construct storm drain improvements along Avenue J, between Stanridge Avenue and 5th Street East and 5th Street East between Avenue J and Woodington Drive, to reduce seasonal surface flooding (hereinafter referred to as STORM DRAIN); and

WHEREAS, DISTRICT has agreed to share in the cost of relocating the portions of the District's existing water mains that would interfere with the STORM DRAIN (hereinafter referred to as MODIFICATIONS); and

WHEREAS, the parties desire to include the construction of MODIFICATIONS together with the construction of STORM DRAIN, and STORM DRAIN and MODIFICATIONS together are hereinafter referred to as PROJECT; and

WHEREAS, the CITY developed plans and specifications (hereinafter referred to as PLANS) for the MODIFICATIONS, which were reviewed and approved by the DISTRICT; and

WHEREAS, CITY shall include the PLANS with the plans and specifications for PROJECT and shall administer the construction contract for the entire PROJECT; and

WHEREAS, DISTRICT shall reimburse CITY the actual cost of MODIFICATIONS, estimated to cost approximately \$250,000.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both CITY and DISTRICT, and of the premises herein contained, it is hereby agreed as follows:

1. CITY AGREES:
 - a. To advertise PROJECT for construction bids, to award and administer the construction contract, and to do all things necessary and proper to complete the MODIFICATIONS in good and workmanlike manner to meet all industry standards pursuant to the PLANS.

- b. To notify DISTRICT 48 hours in advance of the start of construction of MODIFICATIONS so that DISTRICT may furnish an inspector, at no cost to CITY, to inspect construction of MODIFICATIONS. CITY'S inspector shall consult with DISTRICT'S inspector with respect to MODIFICATIONS, but CITY'S inspector's instructions to CITY'S contractor shall be final. Any review and/or approvals of the PLANS and/or inspections performed by the DISTRICT shall be for the sole benefit of the DISTRICT and shall not void or affect any obligations of the CITY, its contractors, any guarantees or warranties, or indemnification in favor of the DISTRICT.
- c. To furnish DISTRICT, within 30 days after completion of PROJECT, a final written accounting of the actual cost of MODIFICATIONS.
- d. To obtain a warranty from all third-party contractors in favor of the DISTRICT for a period of at minimum one (1) calendar year that will cover against defects relating to the MODIFICATIONS, specifically naming the DISTRICT as a beneficiary and to add the DISTRICT as additional named insured.
- e. To furnish DISTRICT, within 30 days after completion of PROJECT, a properly notarized Warranty Deed and Bill of Sale for transfer of MODIFICATIONS to District substantially in the form attached hereto as Exhibit A.
- f. To furnish DISTRICT, within 30 days after completion of PROJECT, a reproducible set of as-built drawings of MODIFICATIONS.
- g. To obtain all necessary State, local, other needed regulatory approvals or applicable permits, and environmental documents (collectively PERMITS), including, without limitation, performing all acts required by or in connection with the requirements of the California Environmental Quality Act, for the construction and operation of the PROJECT and the MODIFICATIONS.

2. DISTRICT AGREES:

- a. To fully reimburse CITY for the actual cost of MODIFICATIONS, based upon a final accounting approved by the DISTRICT, within 30 days of:
 - 1) acceptance of the final accounting of MODIFICATIONS to DISTRICT;
 - 2) receipt of the Warranty Deed and Bill of Sale (the "DEED"), duly executed by the CITY for transfer of the MODIFICATIONS; and
 - 3) receipt of as-built drawings of MODIFICATIONS.
- b. To accept the transfer of ownership of the MODIFICATIONS from the CITY based on the terms and conditions of the DEED upon satisfactory completion of the MODIFICATIONS.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The actual cost of MODIFICATIONS as referred to in this AGREEMENT shall equal to the cost of the construction contract based on the public bid accepted for the PROJECT and an allowance equivalent to five percent of the construction cost for CITY'S administration of the MODIFICATIONS, all in accordance with approved PLANS.
- b. No supervisor, official, agent, attorney, representative or employee of either the DISTRICT or the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of CITY in connection with the PROJECT. Notwithstanding the provisions of, Government Code Section 895 et. Seq., the CITY shall fully release, indemnify, defend (including payment of all attorneys' and experts' fees and costs), and hold harmless the DISTRICT and the County of Los Angeles and their supervisors, officials, agents, attorneys, representatives, and employees from any liability, claims, damages, or injury (including as defined by Government Code Section 810.8) relating to the PROJECT, including, without limitation, in connection with the design and construction of the PROJECT or in connection with any PERMIT and in connection with the operation of the PROJECT until the date that the ownership of the PROJECT may be accepted by the DISTRICT. The foregoing release by the CITY is granted hereby waiving and notwithstanding the provisions in Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
- c. That the provisions of any General Services Agreements or the Assumption of Liability Agreement shall not apply to this AGREEMENT or the PROJECT.
- d. This AGREEMENT constitutes the full and complete understanding of the parties regarding the PROJECT and hereby supersedes any prior or contemporaneous agreements between the parties regarding the PROJECT.
- e. Except as provided herein, this AGREEMENT is intended solely for the benefit of the CITY and the DISTRICT, not any third parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on _____, 2006, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, on _____, 2006.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, ANTELOPE VALLEY

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ATTEST:

CITY OF LANCASTER

By _____
City Clerk

By _____
Mayor

By _____
City Attorney

RECORDING REQUESTED BY
LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. ____
WHEN RECORDED MAIL TO
Los Angeles County Waterworks District
900 South Fremont Avenue
Alhambra, California 91803-1331

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY
TRANSFER TAX PURSUANT TO SECTION 11922 OF
THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING
FEES PURSUANT TO SECTION 27383 OF THE
GOVERNMENT CODE.

Space above this line for Recorder's use

MUNICIPAL CORPORATION WARRANTY DEED AND BILL OF SALE
FOR TRANSFER OF WATER SYSTEM IMPROVEMENTS

We, _____, (name of city), the undersigned being a municipal corporation incorporated in the State of California, and in good standing, hereinafter referred to as "Grantor," being the sole owner of those water system improvements and appurtenances constructed in accordance with Specifications and Plans filed in the office of the Los Angeles County Waterworks District, No. _____, hereinafter referred to as "Grantee," does hereby grant, transfer, assign, release and forever convey to the Los Angeles County Waterworks District No. _____, hereafter referred to as "District," good and marketable title in and to the water system improvements, including all real property and personal property situated in Los Angeles County, State of California, described as follows:

(Include description here of all water system improvements and real property to be conveyed to the District, including locations in public and private rights of way.)

The Grantor also warrants and guarantees in favor of the District: 1) against all defects in labor and materials of the aforementioned water system improvements and appurtenance for a period of one year after the date of this instrument; and 2) that the aforementioned water system improvements and appurtenances are free of any liens and encumbrances.

City		
By: _____, Mayor	Signature	Date
Print Name		
By: _____, City Clerk	Signature	Date
Print Name		
By: _____, City Attorney	Signature	Date
Print Name		

ACCEPTANCE BY DISTRICT

This is to certify that the right, title, and interest in the aforementioned water system improvements and appurtenances is hereby accepted by the District for ownership, operation, and maintenance as acknowledged by the undersigned officer or agent on behalf of the Los Angeles County Board of Supervisors (Board), as governing body of the District, pursuant to the authority conferred by resolution of the Board adopted February 25, 1992.

Assistant Deputy Director

By: _____ Date: _____
Revised 7/14/05

This document needs to be in a form that can be recorded.